FINANCE SECRETARIAT

Notification No. FD 3 CCE 78,

Bangalore, dated 23rd October 1978.

In exercise of the powers conferred by Clause (2) of Article 283 of the Constitution of India, the Governor of Karnataka is pleased to make the following rules further to amend the Manual of Contingent Expenditure 1958, namely :—,

1. Title and Commencement :—(1) These Rules may be called the Manual of Contingent Expenditure (3rd Amendment) Rules 1978.

(2) They shall be deemed to have come into force with effect from the first day of March 1970.

2. Amendment to sub-rule 32 of rule 55 (Page 68) :

In sub-rule 32 of Rule 55 of Manual of Contingent Expenditure 1958 (hereinafter referred to as the said Manual) after sub-rule 32 the following shall be inserted as 32-A, namely,—"32-A : Insurance for Air Flights ".

In accordance with the scheme of Group Aviation Personal Accident Insurance, an open declaration policy is being taken by Government with Life Insurance Corporation of India, Bangalore, covering all Air Flights to be undertaken on Government duty by Ministers (including the Ministers of State and Deputy Ministers) and Officers of the State Government. The terms and conditions on which the Group Aviation Insurance Policy is being issued by the Life Insurance Corporation of India in favour of Government and the benefits available under the Policy are indicated in Appendix VI. One of the conditions stipulated by the Life Insurace Corporation is that they must receive from Government a full and accurate record after the end of each month about the flights undertaken by every Minister and Government Officer during the previous month. Therefore, the private Secretaries to the Ministers and the Government Officers concerned shall furnish immediately after return to Head Quarters and in any case not later than the 4th of each succeeding month' the following particulars to the Department of Personnel and Administrative Reforms in respect of flights under taken by them in the following form :—

(i) Date of Flight.

(ii) Name of the Ministers/Officers (with Designation)

(iii) Flight from...to.....

The Ministers and Government Officers who are covered under this scheme shall nominate their beneficiaries and send the nominations to the Secretary to Government, Department of Personnel and Administrative Reforms. for safe custody and record. The State Huzur Treasury and all Treasuries and sub-Treasuries in the State, in respect of journeys on tour where air travel has been undertaken, shall pass the bill only after verifying with reference to the copy of the statement in *performa* 11 (to be annexed to the Bill) whether the required particulars have been furnished to the Department of Personnel and Administrative Reforms.

By Order and in the name of the Governor of Karnataka,

209

213—G.S.R. 347

N. H. NAYAK,
Under Secretary to Government,
Finance Department.

In sert the following as Appendix VI after the existing Appendix V at page 126 of the Manual of Contingent Expenditure, 1958.

Appendix-VI.

(Rule 32—A)

Conditions under which the Policy is issued and the Benefit accruing under the POLICY.

CONDITIONS

1. This Policy and the Schedule hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.

2. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Central Office or the Divisional Office of the Corporation.

3. The Corporation will not be liable to make any payment under this Policy in respect of any claim (a) if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured, (b) if there be any mis statement in or non-disclosure of a

material fact from the proposal and/or any other statement made in connection therewith, (c) unless after an injury the Life Assured shall produce and act upon proper medical or surgical advice.

4. If the Life Assured shall sustain any bodily injury in respect of which a claim is or may be made under this Policy prompt written notice thereof shall be given to the Corporation as soon as possible but if any event within fourteen days of the injury but if the Life Assured shall die, notice of death shall be given forthwith by the Insured.

5. All certificates information and evidence required by the Corporation shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Corporation may prescribe. The Life Assured, as often as required, shall submit to medical examination on behalf of the Corporation before interment or cremation and the Corporation may require and/or be represented at post mortem examination on the body of the Life Assured, Immediate notice stating time and place shall be given to the Corporation of any inquest appointed. Time is the essence of this condition.

6. The Life Assured must immediately after the occurrence or an Accident which may be the subject of a claim under this Policy, obtain and follow the advice of a duly qualified and registered medical practitioner failing which the Corporation shall not be liable for any consequence arising from such failure by the Life Assured to obtain and follow such medical advice.

7. The Insured shall give immediate notice to the Corporation of any change in the occupation of the Life Assured; and shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity affecting the Life Assured and of which the Insured has become cognisant.

8. If the Life Assured shall change his occupation or engage in a more hazardous occupation than that stated in the Schedule the Insured shall give immediate notice to the Corporation and if the Corporation shall elect to except and continue on the risk, the Insured shall pay such additional premium as may be required by the Corporation.

9. Any circumstances in relation to any condition here-in coming to the knowledge of the representative of the Corporation shall not be a notice to or be held to bind or prejudicially affect the Corporation, not withstanding the acceptance of any premium by the

Corporation nor will be corporation be bound by any receipt except the issued on its printed office form and duly signed by the Corporation.

10 The Corporation may any time, giving seven days notice by writing to the Insured determine this Policy provided that the Corporation shall in that case returned to the Insured the then last premium paid by him less a *pro-rata* thereof for the portion for the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the Insured at the within mentioned address or at any later address of which notice in writing shall have been given to the Corporation and shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post, Accidental death shall not be presumed by reason of the disappearance of the Life Assured.

11 Any receipt of discharge which the Insured may grant to the Corporation for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability by the Corporation in respect of any and every bodily injury (including death) resulting to the Life Assured in consequence of the accident whether resulting before or after the date of such receipt or discharge.

12 It shall not be incumbent on the Corporation to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the Policy expires. The Corporation shall not be bound to accept any renewal and the Policy shall not be renewable after the year of insurance in which the Life Assured attains the age of 60 years.

13 The Corporation shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy.

14. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calender month after having been required in writing so to do by either of the parties or in case of the Arbitrators do not agree of an Umpire appointed by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Corporation. The cost of and connected with the Arbitration, shall be in the discretion of the Arbitrator, Arbitrators or Umpire.

If the Corporation shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calender months from the date of such disclaimer have been referred to Arbibration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall act hereafter be recoverable hereunder.

BENEFITS

Accidents

Item	*Result*	*Compensation payable*
1.	*Death* (Occuring within six Calender month of the happening of Bodily Injury as aforesaid)	(1) The capital sum.
2.	*Loss of Limbs or Eyes* that is, loss by actual physical separation at or above the wrist or ankle of,— (i) both hands or both feet or (ii) one hand and one foot or (iii) one hand or one foot and the complete and irrecoverable loss of all sight of one eye or (iv) complete and irrecoverable loss of all sight of both eyes (occuring within six Calender months of the happening of Bodily Injury as aforesaid)	(2) The Capital sum.
3.	*Loss of Limb or Eye*, that is, loss by actual physical separation at or above the wrist or ankle of,— (i) one hand or one foot, (ii) the complete and irrecoverable loss of all sight of one eye (Occuring within six Calendar month of the happening of Bodily Injury as aforesaid).	(3) 50% of the capital sum.

4. *Permanent total Disablement* i.e., accidental Bodily Injury as define in the Policy which will not resulting in Loss of Limbs or Eyes are stated in item 2 or 3 above or sub-section thereof shall solely and directly, totally absolutely and permanently disable and prevent the Life Assured from engaging in or being occupied with or giving attention to employment or occupation or business of any kind whatsoever. (Occuring within twelve months of the happenning of Bodily Injury as aforesaid).	(4) A sum for a period not exceeding ten years at the rate of 10% per annum of the Capital sum stated in the Schedule payable after expiry of each completed year of disablement. or A lump sum at the option of the Insured not exceeding 50% of the Capital Sum stated in the schedule payable after expiry of one year from the date of happening of Bodily Injury.

Provided always that proof satisfactory to the Corporation that such disablement has continued for a period of one year from the date of happening of Bodily Injury and will continue thereafter for the remainder of the life shall be furnished by the Life Assured at the time when each annual payment become due.

5. Temporary TOTAL DISABLEMENT, i.e., Accidenta Bodily Injury as defined in the Policy which shall solely and directly totally disable and prevent the Life Assured from engaging in or being occupied with or giving attention to the Life Assured's employment or occupation or business during such total disablement.	(5) Compensation per week in the—at the rate of 1% of the Capital sum stated in the Schedule (subject however, to a maximum sum of Rs. 1000–per week).
6. TEMPORARY PARTIAL DISABLMENT, i.e., Accidental Bodily Injury as defined in the Policy which shall solely and directly partially disable and prevent the Life Assured from engaging in or being occupied with or giving attention to a substantial part of the Life Assured's employment or occupation or business during such partial disablement.	(6) Compensation per week at the rate of 3 percent of the Capital sum stated in the Schedule (subject however, to a maximum sum of Rs. 330 per week).

Subject to the maximum period of compensation in respect of items 5 and/or 6 in respect of any one accident being 104 consecutive weeks from the date of happening of Bodily Injury.

Insert the following Form No. 11 after the Form No. 10 at page 158 of Manual of Contingent Expenditure 1958.

FORM No. 11

(Sub-rule 32—A

No.

Office of the

Place .Dated :

To

The Chief Secretary to Government,
D.P.A.R. (General),
Vidhana Soudha,
Bangalore-1.

Sir,

Sub :—Particulars of Air Journeys performed by
Sri.....

As required by Official Memorandum No. dated
I furnish below the particulars of Air Flights undertaken by me on Government duty :—

1. Date of Flights :
2. Name and designation :
3. Flight from

Yours faithfully,

Signature,

Designation.

Copy to :

The Treasury Officer,

.....

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